

1. Policy Statement and Rationale

The Corporation of the Municipality of Trent Lakes requires policies and procedures to regulate dock and other encroachments onto and adjacent to municipally owned lands. This Policy statement sets out the philosophy, principles and procedures for the management of privately owned encroachments and docks on lands owned by the Municipality.

2. Scope

This policy shall apply to all lands within the limits of the Corporation of the Municipality of Trent Lakes. With regards to shoreline road allowances, this policy will only apply to shoreline road allowances located in front of Municipal or Crown owned lands.

3. Purpose

The purpose of this policy is to provide guidelines and regulations to address encroachments including docks on municipal road allowances attached to and in front of the unopened road allowances and shore-line road allowances; and if warranted, the processing of applications to recognize new and / or existing encroachments and to provide licenses upon property owned by the Municipality of Trent Lakes. This also includes the water above Crown Owned Lands.

There are numerous examples around the Municipality where individual property owners have placed encroachments on municipal road allowances without the express permission of the Municipality.

Where these situations exist, the Municipality has the authority under the provisions of its policies and the Municipal Act, 2001, S.O., 2001, to deal with the encroachments accordingly to manage the risk to the Municipality and continue to maintain access to public property either by removing the encroachments or entering into a License of Occupation Agreement.

4. Definitions

“Adjacent” means for the purposes of this Policy, next to or adjoining, sharing a common lot line, and adjacent to water courses including rivers, lakes, streams, ponds and other such bodies of water including water located over Crown owned lands. Water access only properties are deemed to be adjacent to Municipally owned lands by way of adjacent water courses.

“Agreement” for purposes of this policy, Agreement will be the License of Occupation Agreement

“*Council*” means the Municipal Council for the Municipality.

“*Chief Building Official*” means the Chief Building Official appointed by Council under the Building Code Act, S.O. 1992, c 23, as amended or the person who is appointed to act in that capacity during his or her absence.

“*Dock*” means for purposes of this policy, a platform **without** a roof or walls, attached to a shoreline on a permanent or seasonal basis which is located on a waterbody, and has a finished surface elevated above the level of the water, and which is used for the mooring / dockage of watercrafts and to provide access from water to land and vice-versa. A dock must be connected to the shore and may have a fixed foundation or be cantilevered over the water.

A “dock” for purposes of this policy **shall not include** a detached floating dock / device adjacent to municipally owned lands.

“*Encroachment*” means any type of vegetation, structure, building, man-made object or item of personal property of a person which exists wholly upon, or extends from that person’s premises onto, municipally- owned lands and shall include any aerial, surface or subsurface encroachments, including interests created by license. Encroachments shall include docks.

“*Easement*” or “*Right of Way*” means an interest in land owned by another person, consisting of the right to use or control that land, or an area above or below it, for a specific limited purpose and expressly or by implication may preclude certain encroachments, including interests created by a License of Occupation.

“*Expenses*” means any and all sums of money actually spent or required to be spent by the Municipality and shall include but not be limited to all charges, costs, administrative fees, taxes, HST, outlays, legal fees and losses.

“*Highway*” includes a common and public highway (as defined at section 26 in the Municipal Act 2001), street, avenue, parkway, laneway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“*License of Occupation Agreement*” means an agreement between the Municipality and a person by which such person is granted authorization to erect, place, or maintain an encroachment on Municipally Owned Lands.

“*Municipal Act*” means the Municipal Act, 2001 or any successor thereto.

“*Municipality*” means The Corporation of the Municipality of Trent Lakes and includes its entire geographic area.

“*Municipal Clerk*” means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001.

“Municipally-Owned Lands” means lands owned by or leased or licensed to or under the management of the Municipality, Municipal easements, and shall include but not be limited to any road, land, public highway, right of way, shoreline road allowance, unopened road allowance, park, woodland, greenbelt, storm water management facility, open space, municipal cemetery, and lands in which the Municipality holds any real property interest and all parts thereof, including any surface, grassed area, boulevard, ditch, curb, gutter and sidewalk.

“Owner” means the registered owner of a parcel of real property from which an encroachment emanates as such person is described in records of the Land Registry Office.

“Person” means an individual, partnership, association, firm, corporation, business entity, club, incorporated group or organization, federal or provincial government, crown agent, school board and regional or another municipality.

“Personal Property” means any object or item of property (chattels and including fixtures) other than real property.

“Premises” means a parcel of real property under registered ownership and includes all buildings and structures thereon.

“Unauthorized Encroachment” means any encroachment not authorized through this policy, any other by-law, statute, regulation, policy, or resolution of the Municipality, other written agreements, road occupancy permit or driveway entrance permit issued by Public Works Department

5. Policy

5.1 General Intent

It is the general policy of the Municipality not to allow encroachments on Municipally Owned Lands. If an encroachment has been identified, it must be removed and the lands returned to their original state to the satisfaction of the Municipality. All related costs shall be at the expense of the encroaching party.

All applications for encroachments, whether existing or proposed, shall be reviewed on a case-by-case basis. No decision of Council on one case shall be deemed to bind Council on another case.

Where any encroachment stored or located on any Municipally Owned Lands is found and where such encroachment’s ownership, or the person responsible for the encroachment is not readily identifiable, such encroachment may be removed and disposed of by the Municipality in any way it shall deem fit.

5.2 Encroachments Prohibited

No person shall erect, place, maintain, or carry on, or cause to be erected, placed, maintained, or carried on an encroachment of any kind on Municipally owned lands except as may be permitted under any by-law, statute, regulation, policy, resolution of the Municipality, or agreement, or where permitted, to do so by way of a License of Occupation Agreement, and in accordance with the terms of that agreement, or otherwise in accordance with this policy.

5.2.1 Encroachments that will not be permitted

Encroachments **WILL NOT** be permitted circumstances where:

- (a) The encroachment creates an unsafe condition/poses a danger to the public (such as but not restricted to) impedes or restricts sight lines, impedes normal access, obstructs vision of traffic or pedestrians, creates operational conflicts or creates hazards.
- (b) The encroachment diminishes the public's right of usage, such as but not restricted to impeding the public's passage and/or access along a travelled portion of a road or interferes or obstructs normal pedestrian, bicycles, snowmobile use.
- (c) Where more than one application has been received for the same location for road allowances leading directly to a body of water or shoreline road allowances. Areas where more than one dock encroachment could be accommodated may be considered. The latter may only be considered on lands large enough to support more than one dock encroachment on Municipally Owned Lands which will be determined by staff.
- (d) The encroachment interferes with the municipality's intent and purpose in holding the Municipally Owned Land.
- (e) The encroachment creates liabilities for which the Municipality cannot assign full responsibility to the owner of said encroachment.
- (f) Construction or placement has commenced prior to the issuance of a required permit from the Municipality.
- (g) The encroachment adversely impacts municipal operations, work, plans, efforts or initiatives of the Municipality to maintain Municipally Owned Lands.
- (h) The encroachment interferes with any utility or other similar installation located on Municipally Owned Lands including underground infrastructure.
- (i) The encroachment will be in conflict with and/or create an issue with future capital works projects.

- (j) The applicant is unable to reasonably demonstrate a need for the encroachment.
- (k) Any other reason as set out by municipal staff and communicated in writing to the applicant.
- (l) The use has the potential to result in erosion or degradation of fish habitat or existing vegetation.
- (m) An encroachment will not be permitted on lands designated as public parks.
- (n) An encroachment will not be permitted on lands where the Municipality intends to install infrastructure including a dry hydrant in the future.
- (o) Floating docks / devices shall not be a permitted encroachment where access to such floating dock or device is from Municipally Owned Lands.
- (p) If the applicant does not own lands adjacent to the municipal shore road allowance, municipal unopened road allowance. (see definition of adjacent to regarding water access only properties)
- (q) Where it can be shown that there is no parking available for vehicles, trailers and watercraft while the encroachment is in use. If there is a question about the parking area being a safety concern, the Director of Public Works will be contacted to provide comments to the request.
- (r) In areas known to have Provincially Significant Wetlands

5.3 Other considerations that may affect the approval of an application

- (a) In areas known to have complaints related to neighbor disputes, which shall include evidence in the way of complaints received by the Municipality or other documentation provided by parties directly affected by the application. The Municipality has the right to reach out to other affected parties to obtain information in order to make a fair and detailed decision.
- (b) Comments received from the Conservation Authority having jurisdiction, the Trent Severn Waterway and the MNRF not in support of the application.
- (c) If there are other options for storage of the boat such as a marina or the use of a public boat launch.

5.4 Process for License of Occupancy

5.4.1- Acceptance of Applications by the Municipality

- (a) The applicant must be a property owner **adjacent to** the Municipally-Owned Lands or an owner of a water access only property.
- (b) All applications to occupy Municipally-Owned Lands are required to be submitted by May 1st of each calendar year.
- (c) All applications will be reviewed after May 1st of each calendar year.
- (d) License of Occupation for Dock encroachments: All applications received before May 1st will be given first priority. Any applications received after May 1st may be considered by staff after the processing of applications received on or before May 1st.
- (e) No application will be considered if the applicant has an encroachment already in place, unless granted a special exemption by the Chief Building Official during the review of an application or if there is a previous approved license in favor of the applicant.
- (f) Applications that are deemed to be complete and meet all requirements will be brought before Council for consideration of acceptance.

5.4.2 - Application

A complete application shall be submitted to the Municipality accompanied by:

- a) Application fee, as per the Municipal User Fees and charges By-law.
- b) Seasonal (summer) pictures of current shoreline vegetation, where applicable.
- c) A detailed sketch or site plan, “to scale” and legible, which clearly shows the following:
 - i. The location and measurements of the proposed encroachment
 - ii. The distance from the structures/encroachments to the abutting lot lines and from the shoreline.
 - iii. Driveways and paths.
 - iv. Location of parking for vehicles, trailers and other watercraft; and
 - v. All other encroachments
- d) Letter of Authorization, if the applicant has an agent to act on their behalf

5.5 Review of Application

(a) When a complete application is received with all requirements as listed in Section 5.4.2, the Chief Building Official will complete the following:

- i) Confirmation of ownership of lands adjacent to the Municipally Owned Lands, shoreline road allowance, water access only property.
- ii) Review of the application and creation of file
- iii) Circulations to various departments for comments. Applications shall be circulated to applicable municipal departments including but not limited to Building, Planning, By-law Enforcement, Public Works, Recreation and Facilities and the Fire Department for comments.
- iv) If the application meets all requirements of this policy, correspondence will be sent to the applicant advising of the date of the Council meeting that a staff report will be advanced to Council for their consideration.
- v) Preparation of preliminary report to Council.
- vi) If other administrative action is required exceeding the initial fee, the applicant shall pay any additional fees such as legal, registration of agreement, etc.

(b) A License of Occupation Agreement Application will be considered expired if it has been inactive for a period of twelve (12) months.

5.6 Applications approved through initial review phase

(a) Applications that meet all requirements of the Policy shall have a report prepared for the consideration of Council.

(b) The applicant shall enter into a License of Occupation Agreement with the Municipality after Council has approved the application.

(d) Prior to the License of Occupation Agreement being signed, the applicant shall provide to the Municipality proof of required insurance as per Section 5.8 (i)

(e) The applicant shall submit to the Municipality three (3) copies of the duly signed Agreement after receiving approval by Council and the annual fee, as per the Municipal Fees and Charges By-law. The annual fee is due on the date of execution of the Agreement and on paid prior to March 31st of each year thereafter during the currency of the Agreement.

Applicants will be provided with a reminder of the annual fee each year at the beginning of the calendar year.

(f) One original copy of the Agreement will be returned to the applicant upon execution by the

Clerk or designate.

(g) All License of Occupation Agreements are at the discretion of the Municipality.

5.7 Denial of Applications

(a) When an application is deemed not to comply with the initial staff review of requirements of this policy such application will be denied. The applicant will be notified of the reasons for denial.

(b) An applicant who wishes to speak to an application that has been denied may apply to the Clerk's Office to make a deputation before Council during a regular meeting of Council, in accordance with the procedural by-law. A report will be prepared for Council outlining the application and the reasons the application has been denied.

(c) In locations **where more than one application** is received, there shall be no approvals granted to any applicants to be fair to all parties. The exception to this is the larger Municipally Owned Lands as noted in 5.2.1 (c).

(d) If the application is denied, 50% of the application fee will be refunded.

(e) If the applicant withdraws their application following its initial approval, 50% of the application fee will be retained by the Municipality.

(f) When applications are denied, a written letter will be provided to the applicant outlining the reasons the application has been denied.

5.8 Agreement- Other Requirements to Form Part of the Agreement

(a) The maximum length of time allotted to the License of Occupation Agreement shall be five (5) years.

(b) The applicant must provide the required insurance to the Municipality prior to the signing the Agreement

(c) The applicant acknowledges and accepts that any encroachments installed become accessible to all of the travelling public using the public lands and bear all liability relating to the use of the encroachment.

(d) Any disputes between neighbours / property owners and or other individuals where police or other enforcement officers become involved or complaints are received, will result in the review of the license and potential removal of the encroachment through revocation of license.

(e) The applicant agrees to pay the yearly renewal fee by March 31st of each year of the approved license **and** provide an updated copy of the required insurance. If the payment and insurance information is not received by March 31st, the License of Occupation will be revoked. There will be no exceptions to this date.

(f) One original copy of the Agreement will be returned to the applicant upon execution by the Clerk or designate.

(g) All License of Occupation Agreements are at the discretion of the Municipality and no permanent rights are afforded to the licensee.

(h) The Municipality shall be notified immediately of any change of ownership of the subject property. License of Occupation Agreements are non-transferable and therefore agreements shall be terminated upon the change of ownership. New owners shall be required to initiate a new application for License of Occupation to authorize said structure(s).

(i) **Insurance:** License Agreement holders will be required to deposit with the Municipality annually during the term of the agreement evidence of liability insurance covering the encroachment(s), **in the minimum amount of two million dollars (\$2,000,000.00)** with the Municipality as additional insured for the term of the license. The owner shall provide to the Municipality as requested documentation each calendar year of a current policy meeting all requirements as set out in this policy and the agreement.

The property owner's policy will be the primary policy if a loss occurs or if any action, suit, claim or demand is brought against the Municipality. The applicant is responsible for the payment of all premiums and for the costs of defending or settling any such actions, suits, claims or demands against the Municipality.

5.9 Access to Encroachments

No person shall obstruct, hinder, or interfere with the free access to any encroachment on Municipally Owned Lands. This will be enforced by a Municipal Law Enforcement Officer, employee, or agent of the Municipality.

Parking and encroachments will not impede traffic or entry / exits to area around the proposed location of the encroachment including existing driveways entering and exiting from private properties.

5.10 Revocation, Removal of Illegal Encroachments, Impoundment and Expenses Relating to Removal

(a) If an encroachment is found that has not been approved by the Municipality it shall be removed.

(b) If a License Agreement has been revoked for any of the following reasons, the encroachment shall be removed from the public lands:

(i) Valid complaints have been received by the Municipality where it can be shown that the encroachment location is causing disputes among property owners and or other individuals,

- (ii) Any disputes between neighbours and or other individuals where police become involved will result in the revocation of the license and the encroachment shall be removed,
- (iii) The renewal fee has not been paid prior to March 31st of each year of the term of the agreement,
- (iv) The proof of required insurance is not received prior to March 31st of each year of the term of the agreement, or
- (v) If for any other reason that Council sees fit that the agreement shall be terminated with the applicant.

(c) Upon the decision to revoke the said license, or in the event of an unlicensed encroachment, the owner will be notified of the requirement to remove the encroachment from public lands within 30 days of the issuance of the letter to the owner. Use of the encroachment will not be permitted from the date of the letter notifying the applicant that the license has been revoked.

(d) If the encroachment is not removed within the time prescribed, the Municipality will remove the encroachment at the owner's expense.

All expenses incurred by the Municipality, including costs to restore the Municipal Lands to their previous condition, shall be the responsibility of the owner or person identified as being responsible for the encroachment.

Costs of demolition and/or removal of abandoned structures/encroachments shall be the responsibility of the property owner and deemed to be a debt owing to the Municipality and collectible as such and may be added to the tax roll for the principal property in accordance with provisions of the Municipal Act, 2001, as amended.

The Municipality shall not be responsible for any damage to the encroachment, or any costs or damages directly or indirectly incurred by any person, arising from the requirement to remove, or the removal of, any encroachment at the direction of, or by, the Municipality. The owner shall not be entitled to any compensation for lost revenue or profit arising from the requirement to remove an encroachment.

In addition, the Municipality may seize and impound anything found encroaching or being stored on any Municipality Owned Lands and all expenses incurred by the Municipality, including the cost of removal, impoundment and storage of anything seized shall be the responsibility of the owner or person responsible for the encroachment.

Anything impounded under the provisions of Section 5.10 and not claimed by its owner **within forty-five (45) days**, may be disposed of by the Municipality in any manner which, in its sole and absolute discretion, it sees fit.

Notwithstanding, the Municipality is not obliged to send notice to any person prior to removing

or impounding any encroachment on Municipally Owned Lands.

Where any encroachment is removed or impounded by the Municipality, the Municipality shall make a reasonable effort to locate and notify the owner or person responsible for the encroachment. Where no owner or responsible person can be located within forty-five (45) days, the encroachment shall become the property of the Municipality and may be used or disposed of in any manner that the Municipality sees fit.

The Municipality shall have no liability to the owner or person responsible for the encroachment for any such removal or disposal.

The property owner agrees to indemnify and save harmless the Municipality from and against all claims, losses, proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the indemnified party.

The following costs shall be added to the tax roll for the applicant's principal property.

- a) Costs of demolition and/or removal of abandoned structures and /or encroachments.
- b) Costs to restore the Municipal Owned Lands to their previous condition.
- c) Outstanding invoices for annual renewal.
- d) Any legal costs obtained by the Municipality

5.11 End of Agreement Term Requirements

(a) Encroachments located on Municipal Owned Lands are required to be:

- (i) Removed and/or relocated onto the applicant's principal property by the end of the term of the License Agreement (5 years), at the applicant's expense, and the Municipally Owned Land is to be returned to its natural state; or
- (ii) The applicant can submit a new application for the continued as per the policy; or
- (iii) An application can be made to the Municipality as per By-law 2011-055, as amended, being a By-law to establish a policy for the use of unopened road allowances to purchase the lands. This does not establish that the lands will be agreed to be sold, only that there is a process in place to request through application. If the application is denied by Council, the encroachment shall immediately be removed.

5.12 Fees

All fees shall be paid to the Municipality in accordance with the Municipality's Fees and Charges

By-law. Any additional costs shall be paid by the owner as required.

5.13 Administration

The Chief Building Official or designate(s), shall follow this procedure in the processing of license of occupation application agreements and applicable building permit applications.

6. Attachments

- Attachment A – Sample Encroachment Agreement
- Attachment B- Sample Encroachment Application

7. Review Cycle

This policy shall be reviewed at least every five (5) years to ensure compliance with current law and legislation.

8. Related Information

Revisions to this document may impact the following policies, procedures, documents, and/or by-laws.

#	Document Title
Document	Application for Encroachment Agreement

9. Policy Revisions

Version	Date Approved	Council Resolution
1	June 16, 2020	R2020-311
2	September 6, 2022	R2022-485
3	December 20, 2022	R2022-672
4	May 16, 2023	R2023-257

Attachment A

Sample License Agreement

(to be modified as per each individual situation)

License Agreement #XX-XX

This agreement made in triplicate this _____ day of _____, 20XX

Between: XXXXXX

(Hereinafter called the "Owners")

-And-

The Corporation of The Municipality of Trent Lakes

Whereas

(Hereinafter called the "Municipality")

1. The Owners are the registered owners of the lands described in Schedule "A" (hereinafter referred to as the "Lands").
2. The Municipality owns property described as: Part of the Original Shore Road Allowance in front of Lot XX, Concession XX and in front of the Original Road Allowance between Concessions XX and XX Municipality of Trent Lakes (hereinafter referred to as "Municipal Lands").
3. The Owners own a XXXX that encroaches and occupies part of the Municipal Lands being Part of the Original Shore Road Allowance in front of Lot XX, Concession XX Municipality of Trent Lakes and have applied for a license agreement to permit said encroachment (hereinafter referred to as the "Encroachment").
4. The Council of The Municipality of Trent Lakes deems it desirable to grant to the Owners a License for the Encroachment on the Municipal lands.

NOW THEREFORE THIS AGREEMENT WITNESSES, that in consideration of the mutual covenants contained in this agreement, and of the sum of \$XXXX per annum payable by the Owners to the Municipality for the term of Five (5) years in accordance with the requirements set out in paragraph 5 below, the parties agree as follows:

1. Definitions as described in Policy 5.35- License of Occupation Policy and Procedures, Section 4.

Adjacent" means for the purposes of this Policy, next to or adjoining, sharing a common lot line, and adjacent water courses including rivers, lakes, streams, ponds and other such bodies of water including water located over

Crown owned lands.

“Agreement” for purposes of this policy, Agreement will be the License of Occupation Agreement

“Council” means the Municipal Council for the Municipality

“Chief Building Official” means the Chief Building Official appointed by Council under the Building Code Act, S.O. 1992, c 23, as amended or the person who is appointed to act in that capacity during his or her absence.

“Dock” means for purposes of this policy, a platform without a roof or walls, attached to a shoreline and / or marine facility on a permanent or seasonal basis which is located on a waterbody, and has a finished surface elevated above the level of the water, and which is used for the mooring / dockage of watercraft and to provide access from water to land and vice-versa. A dock may either be floating, have a fixed foundation or be cantilevered over the water.

A “dock” for purposes of this policy shall not include a detached floating dock / device adjacent to municipally owned lands.

“Encroachment” means any type of vegetation, structure, building, man-made object or item of personal property of a person which exists wholly upon, or extends from that person’s premises onto, municipally- owned lands and shall include any aerial, surface or subsurface encroachments, including interests created by license. Encroachments shall include docks.

“Easement” or *“Right of Way”* means an interest in land owned by another person, consisting of the right to use or control that land, or an area above or below it, for a specific limited purpose and expressly or by implication may preclude certain encroachments, including interests created by a License of Occupation.

“Expenses” means any and all sums of money actually spent or required to be spent by the Municipality and shall include but not be limited to all charges, costs, administrative fees, taxes, HST, outlays, legal fees and losses.

“Highway” includes a common and public highway (as defined at section 26 in the Municipal Act 2001), street, avenue, parkway, laneway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“License of Occupation Agreement” means an agreement between the Municipality and a person by which such person is granted authorization to erect, place, or maintain an encroachment on municipal-owned Lands.

“Municipal Act” means the Municipal Act, 2001 or any successor thereto

“Municipality” means The Corporation of the Municipality of Trent Lakes and includes its entire geographic area.

“Municipal Clerk” means the person appointed by Council to carry out the duties of the clerk described in section 228 and the Municipal Act, 2001.

“Municipally Owned Lands” means lands owned by or leased or licensed to or under the Management of the Municipality, Municipal easements, and shall include but not be limited to any road, land public highway, right of way, shoreline road allowance, unopened road allowance, park, woodland, greenbelt, storm water management facility, open space, municipal cemetery, and lands in which the Municipality holds any real property interest and all parts thereof, including any surface, grassed area, boulevard, ditch, curb, gutter and sidewalk.

“Owner” means the registered owner of a parcel of real property from which an encroachment emanates as such person is described in records of the Land Registry Office.

“Person” means an individual, partnership, association, firm, corporation, business entity, club, incorporated group or organization, federal or provincial government, crown agent, school board and regional or another municipality.

“Personal Property” means any object or item of property (chattels and including fixtures) other than real property.

“Premises” means a parcel of real property under registered ownership and includes all buildings and structures thereon.

“Unauthorized Encroachment” means any encroachment not authorized through this policy, any other by-law, statute, regulation, policy, or resolution of the Municipality, other written agreements, road occupancy permit or driveway entrance permit issued by Public Works Department.

2. The Municipality hereby grants to the Owners a license to allow the encroachment of a dock and access to said dock until **March 31st**, XXXX, over those parts of the Municipal Lands, specifically part of the Original Shore Road Allowance in front of Lot XX, Concession XX, Municipality of Trent Lakes, subject to the terms, clauses and conditions contained in this Agreement. No other works or encroachments are to take place or be

located on the Municipal Lands unless specified by this Agreement.

3. The Owners shall at their own expense and to the satisfaction of the Municipality keep and maintain the Encroachment in good and proper repair and condition at all times.
4. The owners acknowledge and agree that this agreement shall not be transferred and shall not be assumed without the prior written consent of the Municipality.
5. In the event of the Owners transferring or selling the lands or any portion thereof, the Owners shall forthwith notify in writing the Chief Building Official and / or Clerk of such sale or transfer, together with the name and address of the transferee or purchaser.
6. The Owners shall pay to the Municipality an Encroachment Fee of \$XXX per annum within 10 days upon receipt of an invoice for such fee by the Municipality, and further agrees to pay, in the future, such annual encroachment fee as may be determined by resolution of the Municipality. In the event that the Owner fails to pay the annual encroachment fee to the Municipality the outstanding debt shall be deemed to be a debt owing to the municipality and collectible in the same manner as taxes and to which the provisions of Section 446 of the Municipal Act, S.O. 2001, c.25, as amended, shall apply to the lands described in Schedule "A". The Owners acknowledge that if the annual fee is not paid by March 31st of each year of the agreement, the Municipality has the right to revoke the agreement.
7. The Owners shall deposit with the Municipality on or before March 31st annually, evidence of liability insurance covering the encroachment(s), in the minimum amount of two million dollars (\$2,000,000) with the Municipality as an additional insured on the lands identified in Schedule "A" to this Agreement. The Owners shall maintain the policy of insurance in force during the term of this Agreement. The property owner's policy is the primary policy if a loss occurs or if any action, suit, claim or demand is brought against the Municipality. The owner is responsible for the payment of all premiums and for the costs and expenses of defending or settling any such actions, suits, claims or demands against the Municipality. The Owner shall upon request of the Municipality, provide proof of continued insurance each year during the term of the agreement.
8. Nothing contained in this Agreement shall be construed as giving to the Owners anything more than permission to maintain the Encroachment until such time as the removal of such Encroachment may be required. For greater certainty, the Encroachment is to be removed from the Unassumed Road or Shore Road Allowance, at the Owner's expense, upon expiry or revocation of this Agreement and the encroached lands are to be returned to its natural state.
9. The Owners will not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition

thereof and this provision may be pleaded by the Municipality in any such action or proceeding as a complete and conclusive estoppel or denial of such right.

10. The Owner agrees to indemnify and save harmless the Municipality from and against all claims, losses, damages, judgments, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the indemnified party connected with this Agreement or on account of the permission granted to the Owners and/or the exercise by the Owners of such permission and/or the erections and maintenance of the Encroachment and appurtenances and/or anything relating against or made upon the Municipality or any of its officers, servants, workers or employees.
11. The Owners shall pay all reasonable costs as may be incurred by the Municipality, its solicitor and its staff for any work to be performed in connection with the preparation, execution and administration of this Agreement or any subsequent costs as a result of non-compliance with this Agreement. The Owners acknowledge and agree that it will be responsible for the costs and performance of all the Owners' obligations herein unless specifically relieved from such obligation by the terms of this Agreement.
12. The Owners will at their own cost and to the satisfaction of the Municipality, alter or remove the Encroachment from the Municipal Lands upon receiving thirty (30) days' notice in writing from the Chief Building Official or designate prior to the date specified by such notice, without being entitled to any compensation whatsoever for such alteration or removal. If the Owners fails to alter or remove the Encroachment as requested by the Chief Building Official or designate, the Municipality may remove or alter the Encroachment at the cost of the Owners and the certificate of the Chief Building Official or designate shall be final and binding upon the Owners and the Municipality may recover the cost from the Owners in any court of competent jurisdiction as a debt due and owing to the Municipality or the Municipality may deem the cost to be taxes to which the provisions of Section 446 of the Municipal Act, S.O. 2001, c.25, as amended, shall apply to the lands described in Schedule "A".
13. The Municipality, its officers, servants, workers, employees, agents and contractors under its control or supervision, or any of them shall have the right from time to time and at all reasonable times during the currency of this Agreement and may provide notice, to enter in and upon the Owner's lands or any part thereof, with all necessary works, plant equipment and material for the purpose of inspecting the Encroachment or moving the Encroachment from the Subject Lands as hereinbefore provided; PROVIDED THAT such inspection shall not free or relieve the Owners in any way whatsoever from liability under the covenant to keep and maintain the Encroachment in good and property repair and condition.

14. For the purposes of this Agreement, notice may be given to the Owners by the Municipality by prepaid registered post at their tax roll address, and service shall be deemed effective three (3) days after mailing. The Owners may amend the address for service under this Agreement by deliver of notice in writing to the Municipality. Notices to the Municipality shall be to the attention of the Municipal Clerk.
15. For the purpose of the Agreement, notice may be given by the Owners to the Municipality by prepaid registered post addressed to the Municipal Office to the attention of the Municipal Chief Administrative Officer and/or Clerk and service shall be deemed effective four (4) days after mailing.
16. Nothing contained in this Agreement shall be construed as giving the Owners anything more than a license to maintain the Encroachment until such time as the removal of the Encroachment may be required.
17. The Owners agree to pay all taxes, rates and assessments relating to the land on which the Encroachment is located if they are ever levied by the Municipality.
18. The Owners agree that they acknowledge that the installation of the encroachment becomes a public dock and any person using the public lands can travel across the encroachment.
19. The Owners agree to the terms of Section 5.11 (Reasons for possible revocation of license) of Policy 5.35- License of Occupation Policy and Procedures.

In witness the Parties have set their hands and seals.

Dated at Trent Lakes, Ontario this _____ day of _____, 20XX

Signed, Sealed and Delivered)

In the presence of)

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Witness as to the signature of
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Witness as to the signature of
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The Corporation of The Municipality of Trent Lakes

Mayor

Attachment B

Encroachment Application